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9 Attorneys for Defendant
PENTAIR WATER POOL AND SPA, INC.

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

12 LETICIA ARTEAGA, individually and as
13 Successor-In-Interest to Al Arteaga;
JOSEPH ARTEAGA, an individual;
MICHAEL ARTEAGA, an individual;
JESSICA ARTEAGA, an individual
MICHELE DENISE ARTEAGA, a minor,
15 by and through her Guardian ad Litem,
MARTHA DE LA TORRE;
16 JACOB MASON ARTEAGA, a minor,
by and through his Guardian ad Litem,
MARTHA DE LA TORRE;

CASE NO.: 8:22-cv-01335-DOC-ADS

STIPULATED PROTECTIVE ORDER

18 Plaintiffs,

v.

19 PENTAIR WATER POOL AND SPA, INC.,
a Delaware corporation;
20 PENTAIR, INC., a Minnesota corporation;
ENRIQUE CENICEROS, an individual
21 doing business as M-C-POOL; and
DOES 1 through 100, inclusive,

22 Defendants.

23

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1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the Court to file material under seal.

14 **II. GOOD CAUSE STATEMENT**

15 A. This action is likely to involve trade secrets, confidential and proprietary
16 research and product development materials, sensitive medical records, and other
17 valuable and confidential commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted. Such confidential and
20 proprietary materials and information consist of, among other things, confidential
21 business or financial information, information regarding confidential business practices,
22 or other confidential research, development, or commercial information (including
23 information implicating privacy rights of third parties), information otherwise generally

1 unavailable to the public, or which may be privileged or otherwise protected from
2 disclosure under state or federal statutes, court rules, case decisions, or common law.
3 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
4 disputes over confidentiality of discovery materials, to adequately protect information
5 the parties are entitled to keep confidential, to ensure that the parties are permitted
6 reasonable necessary uses of such material in preparation for and in the conduct of trial,
7 to address their handling at the end of the litigation, and serve the ends of justice, a
8 protective order for such information is justified in this matter. It is the intent of the
9 parties that information will not be designated as confidential for tactical reasons and
10 that nothing be so designated without a good faith belief that it has been maintained in a
11 confidential, non-public manner, and there is good cause why it should not be part of the
12 public record of this case.

13 III. DEFINITIONS

14 A. Action: *Arteaga, et al. v. Pentair Water Pool & Spa Inc.*, CASE NO.: 8:22-cv-
15 01335-DOC-ADS.

16 B. Challenging Party: A Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
21 Statement, including but not limited to printed documents, computer discs or other
22 electronic media, information contained in documents or electronic media, testimony
23 and exhibits introduced in hearings or at trial and ruled by the Court to be confidential,
24

1 information revealed during depositions, deposition transcripts and exhibits thereto, and
2 information revealed in answers to written discovery.

3 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff, including copying and litigation support services).

5 E. Designating Party: A Party or Non-Party that designates information or items
6 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 F. Disclosure or Discovery Material: All items or information, regardless of the
8 medium or manner in which it is generated, stored, or maintained (including, among
9 other things, testimony, transcripts, and tangible things), that are produced or generated
10 in disclosures or responses to discovery in this matter.

11 G. Expert: A person with specialized knowledge or experience in a matter pertinent
12 to the litigation who has been retained by a Party or its counsel to serve as an expert
13 witness or as a consultant in this Action.

14 H. House Counsel: Attorneys who are employees of a party to this Action. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 I. Non-Party: Any natural person, partnership, corporation, association, or other
17 legal entity not named as a Party to this action.

18 J. Outside Counsel of Record: Attorneys who are not employees of a party to this
19 Action but are retained to represent or advise a party to this Action and have appeared in
20 this Action on behalf of that party or are affiliated with a law firm which has appeared
21 on behalf of that party, and includes support staff.

K. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

M. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

N. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

O. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

V. DURATION

1 A. Even after final disposition of this litigation, the confidentiality obligations
2 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
3 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
4 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
5 and (2) final judgment herein after the completion and exhaustion of all appeals,
6 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
7 any motions or applications for extension of time pursuant to applicable law.

8 **VI. DESIGNATING PROTECTED MATERIAL**

9 A. Exercise of Restraint and Care in Designating Material for Protection

10 1. Each Party or Non-Party that designates information or items for
11 protection under this Order must take care to limit any such designation to
12 specific material that qualifies under the appropriate standards. The Designating
13 Party must designate for protection only those parts of material, documents,
14 items, or oral or written communications that qualify so that other portions of the
15 material, documents, items, or communications for which protection is not
16 warranted are not swept unjustifiably within the ambit of this Order.

17 2. Mass, indiscriminate, or routinized designations are prohibited.

18 Designations that are shown to be clearly unjustified or that have been made for
19 an improper purpose (e.g., to unnecessarily encumber the case development
20 process or to impose unnecessary expenses and burdens on other parties) may
21 expose the Designating Party to sanctions.

22 3. If it comes to a Designating Party's attention that information or items
23 that it designated for protection do not qualify for protection, that Designating

1 Party must promptly notify all other Parties that it is withdrawing the
2 inapplicable designation.

3 B. Manner and Timing of Designations

4 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
5 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
6 that qualifies for protection under this Order must be clearly so designated before
7 the material is disclosed or produced.

8 2. Designation in conformity with this Order requires the following:

9 a. For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or
11 trial proceedings), that the Producing Party affix at a minimum, the
12 legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to
13 each page that contains protected material or on the initial page or cover
14 of a multi-page document (including deposition transcripts). If only a
15 portion or portions of the material on a page qualifies for protection, the
16 Producing Party also must clearly identify the protected portion(s) (e.g.,
17 by making appropriate markings in the margins).

18 b. A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the
20 inspecting Party has indicated which documents it would like copied and
21 produced. During the inspection and before the designation, all of the
22 material made available for inspection shall be deemed
23 “CONFIDENTIAL.” After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must
2 determine which documents, or portions thereof, qualify for protection
3 under this Order. Then, before producing the specified documents, the
4 Producing Party must affix the “CONFIDENTIAL legend” to each page
5 that contains Protected Material. If only a portion or portions of the
6 material on a page qualifies for protection, the Producing Party also must
7 clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 c. For testimony given in depositions, that the Designating Party
10 identify the Disclosure or Discovery Material on the record, before the
11 close of the deposition all protected testimony or by written notice within
12 fourteen (14) days after receipt of the final transcript from the reporter.

13 d. For information produced in form other than document and for
14 any other tangible items, that the Producing Party affix in a prominent
15 place on the exterior of the container or containers in which the
16 information is stored the legend “CONFIDENTIAL.” If only a portion or
17 portions of the information warrants protection, the Producing Party, to
18 the extent practicable, shall identify the protected portion(s).

19 C. Inadvertent Failure to Designate

20 1. If timely corrected, an inadvertent failure to designate qualified
21 information or items does not, standing alone, waive the Designating Party’s
22 right to secure protection under this Order for such material. Upon timely
23

1 correction of a designation, the Receiving Party must make reasonable efforts to
2 assure that the material is treated in accordance with the provisions of this Order.

3 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 A. Timing of Challenges

5 1. Any party or Non-Party may challenge a designation of confidentiality at
6 any time that is consistent with the Court's Scheduling Order.

7 B. Meet and Confer

8 1. The Challenging Party shall initiate the dispute resolution process under
9 Local Rule 37.1 et seq.

10 C. The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
12 to harass or impose unnecessary expenses and burdens on other parties) may expose the
13 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
14 the confidentiality designation, all parties shall continue to afford the material in
15 question the level of protection to which it is entitled under the Producing Party's
16 designation until the Court rules on the challenge.

17 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 A. Basic Principles

19 1. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this Action only
21 for prosecuting, defending, or attempting to settle this Action. Such Protected
22 Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of Section XIV below.

3 2. Protected Material must be stored and maintained by a Receiving Party at
4 a location and in a secure manner that ensures that access is limited to the
5 persons authorized under this Order.

6 B. Disclosure of “CONFIDENTIAL” Information or Items

7 1. Unless otherwise ordered by the Court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL” only to:

10 a. The Receiving Party’s Outside Counsel of Record in this Action,
11 as well as employees of said Outside Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this Action;

13 b. The officers, directors, and employees (including House Counsel)
14 of the Receiving Party to whom disclosure is reasonably necessary for
15 this Action;

16 c. Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 d. The Court and its personnel;

20 e. Court reporters and their staff;

21 f. Professional jury or trial consultants, mock jurors, and

22 Professional Vendors to whom disclosure is reasonably necessary for this

1 Action and who have signed the “Acknowledgment and Agreement to be
2 Bound” attached as Exhibit A hereto;

3 g. The author or recipient of a document containing the information
4 or a custodian or other person who otherwise possessed or knew the
5 information;

6 h. During their depositions, witnesses, and attorneys for witnesses,
7 in the Action to whom disclosure is reasonably necessary provided: (i)
8 the deposing party requests that the witness sign the “Acknowledgment
9 and Agreement to Be Bound;” and (ii) they will not be permitted to keep
10 any confidential information unless they sign the “Acknowledgment and
11 Agreement to Be Bound,” unless otherwise agreed by the Designating
12 Party or ordered by the Court. Pages of transcribed deposition testimony
13 or exhibits to depositions that reveal Protected Material may be
14 separately bound by the court reporter and may not be disclosed to
15 anyone except as permitted under this Stipulated Protective Order; and

16 i. Any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in
18 settlement discussions.

19 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
20 **OTHER LITIGATION**

21 A. If a Party is served with a subpoena or a court order issued in other litigation that
22 compels disclosure of any information or items designated in this Action as
23 “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;

3. Promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall
6 include a copy of this Stipulated Protective Order; and

7. Cooperate with respect to all reasonable procedures sought to be pursued
8 by the Designating Party whose Protected Material may be affected.

9. B. If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this action as
11 “CONFIDENTIAL” before a determination by the Court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that court
14 of its confidential material and nothing in these provisions should be construed as
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
16 from another court.

17. **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION**

19. A. The terms of this Order are applicable to information produced by a Non-Party in
20 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-
21 Parties in connection with this litigation is protected by the remedies and relief provided
22 by this Order. Nothing in these provisions should be construed as prohibiting a Non-
23 Party from seeking additional protections.

1 B. In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an
3 agreement with the Non-Party not to produce the Non-Party's confidential information,
4 then the Party shall:

- 5 1. Promptly notify in writing the Requesting Party and the Non-Party that
6 some or all of the information requested is subject to a confidentiality agreement
7 with a Non-Party;
- 8 2. Promptly provide the Non-Party with a copy of the Stipulated Protective
9 Order in this Action, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and
- 11 3. Make the information requested available for inspection by the Non-
12 Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within 14 days of
14 receiving the notice and accompanying information, the Receiving Party may produce
15 the Non-Party's confidential information responsive to the discovery request. If the
16 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
17 information in its possession or control that is subject to the confidentiality agreement
18 with the Non-Party before a determination by the court. Absent a court order to the
19 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
20 court of its Protected Material.

21 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24

1 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing
2 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
3 all unauthorized copies of the Protected Material, (3) inform the person or persons to
4 whom unauthorized disclosures were made of all the terms of this Order, and (4) request
5 such person or persons to execute the “Acknowledgment and Agreement to be Bound”
6 that is attached hereto as Exhibit A.

7 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 A. When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection, the
11 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or information
16 covered by the attorney-client privilege or work product protection, the parties may
17 incorporate their agreement in the Stipulated Protective Order submitted to the Court.

18 **XIII. MISCELLANEOUS**

19 A. Right to Further Relief

20 1. Nothing in this Order abridges the right of any person to seek its
21 modification by the Court in the future.

22 B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any
2 right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated Protective
4 Order. Similarly, no Party waives any right to object on any ground to use in
5 evidence of any of the material covered by this Protective Order.

6 C. Filing Protected Material

7 1. A Party that seeks to file under seal any Protected Material must comply
8 with Civil Local Rule 79-5. Protected Material may only be filed under seal
9 pursuant to a court order authorizing the sealing of the specific Protected
10 Material at issue. If a Party's request to file Protected Material under seal is
11 denied by the Court, then the Receiving Party may file the information in the
12 public record unless otherwise instructed by the Court.

13 **XIV. FINAL DISPOSITION**

14 A. After the final disposition of this Action, as defined in Section V, within sixty
15 (60) days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party or destroy such material. As used in
17 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected Material.
19 Whether the Protected Material is returned or destroyed, the Receiving Party must
20 submit a written certification to the Producing Party (and, if not the same person or
21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
22 where appropriate) all the Protected Material that was returned or destroyed and (2)
23 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
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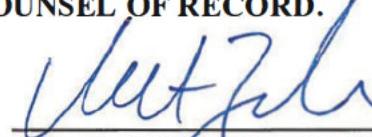
1 summaries or any other format reproducing or capturing any of the Protected Material.

2 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
4 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
5 consultant and expert work product, even if such materials contain Protected Material.
6 Any such archival copies that contain or constitute Protected Material remain subject to
7 this Protective Order as set forth in Section V.

8 B. Any violation of this Order may be punished by any and all appropriate measures
9 including, without limitation, contempt proceedings and/or monetary sanctions.

10 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

11 Dated: *October 5, 2022*



12 John M. O'Brien, Esq. (SBN 148757)

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19 Dated: October 6, 2022

/s/ *Tarifa B. Laddon*

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Attorneys for Defendant Pentair Water Pool
and Spa, Inc

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 10/7/2022

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____, [print or type full address], declare under penalty of perjury that I have read in
_____, and understand the Stipulated Protective Order that was issued by the United States
Court for the Central District of California on [DATE] in the case of _____
_____, [insert formal name of the case and the number and initials assigned to it
Court]. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose me
to consequences and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed Name:

Signature: